

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

HUAWEI TECHNOLOGIES CO. LTD.

Plaintiff,

v.

T-MOBILE US, INC. and
T-MOBILE USA, INC.,

Defendants,

NOKIA SOLUTIONS AND NETWORKS
US LLC, NOKIA SOLUTIONS AND
NETWORKS OY,
TELEFONAKTIEBOLAGET LM
ERICSSON, and ERICSSON INC.

Intervenors.

Civil Action No. 2:16-cv-0052-JRG-RSP

JURY TRIAL DEMANDED

HUAWEI'S PROPOSED VERDICT FORM

We, the jury in the above-entitled action, unanimously find the following:

I. INFRINGEMENT BY T-MOBILE

1. Literal Infringement: Has Huawei proven, by a preponderance of the evidence, that T-Mobile has literally infringed any of the following claims of the Asserted Patents?

Please check the boxes that reflect your verdict.

	QUESTION 1: LITERAL INFRINGEMENT BY T-MOBILE	
	YES (finding for Huawei)	NO (finding for T-Mobile)
U.S. Patent No. 8,069,365		
Claim 1		
Claim 3		
Claim 27		
U.S. Patent No. 8,719,617		
Claim 1		
Claim 4		
Claim 5		
Claim 7		
Claim 10		
U.S. Patent No. 8,867,339		
Claim 1		
Claim 3		
Claim 4		
Claim 5		
Claim 7		

Claim 8		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 16		
U.S. Patent No. 9,235,462		
Claim 14		
Claim 15		
Claim 16		
Claim 17		
Claim 18		
Claim 19		
Claim 20		
Claim 21		
Claim 22		
Claim 23		
Claim 24		

2. Infringement – Doctrine of Equivalents: Has Huawei proven, by a preponderance of the evidence, that T-Mobile has infringed any of the following claims of the Asserted Patents under the doctrine of equivalents?

Please check the boxes that reflect your verdict. You should only consider the doctrine of equivalents for a claim if you answered no as to literal infringement for that claim. If you answered yes as to literal infringement for a claim, you should skip this question for that claim.

	QUESTION 2: INFRINGEMENT UNDER DOCTRINE OF EQUIVALENTS BY T-MOBILE	
	YES (finding for Huawei)	NO (finding for T-Mobile)
U.S. Patent No. 8,867,339		
Claim 1		
Claim 3		
Claim 4		
Claim 5		
Claim 7		
Claim 8		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 16		

II. WILLFUL INFRINGEMENT

Answer this question if you answered “yes” for at least one claim of the ’365 patent in Question 1 or Question 2.

3. Willfulness: Has Huawei proven, by a preponderance of the evidence, that T-Mobile’s infringement of the ’365 patent was willful?

YES (finding for Huawei) _____

NO (finding for T-Mobile) _____

Answer this question if you answered “yes” for at least one claim of the ’617 patent in Question 1 or Question 2.

4. Willfulness: Has Huawei proven, by a preponderance of the evidence, that T-Mobile’s infringement of the ’617 patent was willful?

YES (finding for Huawei) _____

NO (finding for T-Mobile) _____

Answer this question if you answered “yes” for at least one claim of the ’339 patent in Question 1 or Question 2.

5. Willfulness: Has Huawei proven, by a preponderance of the evidence, that T-Mobile’s infringement of the ’339 patent was willful?

YES (finding for Huawei) _____

NO (finding for T-Mobile) _____

Answer this question if you answered “yes” for at least one claim of the ’462 patent in Question 1 or Question 2.

6. Willfulness: Has Huawei proven, by a preponderance of the evidence, that T-Mobile’s infringement of the ’462 patent was willful?

YES (finding for Huawei) _____

NO (finding for T-Mobile) _____

III. VALIDITY OF THE ASSERTED PATENTS

7. Has T-Mobile proven, by clear and convincing evidence, that any of the following claims of the Asserted Patents are invalid?

Please check the boxes that reflect your verdict.

	QUESTION 7: Invalidity of the Claims	
	YES (finding for T-Mobile)	NO (finding for Huawei)
U.S. Patent No. 8,069,365		
Claim 1		
Claim 3		
Claim 27		
U.S. Patent No. 8,719,617		
Claim 1		
Claim 4		
Claim 5		
Claim 7		
Claim 10		
U.S. Patent No. 8,867,339		
Claim 1		
Claim 3		
Claim 4		
Claim 5		
Claim 7		

Claim 8		
Claim 9		
Claim 11		
Claim 12		
Claim 13		
Claim 14		
Claim 16		
U.S. Patent No. 9,235,462		
Claim 14		
Claim 15		
Claim 16		
Claim 17		
Claim 18		
Claim 19		
Claim 20		
Claim 21		
Claim 22		
Claim 23		
Claim 24		

IV. DAMAGES

Answer the following question only if you find that at least one asserted claim of the '365 patent is both infringed and not invalid.

8. Damages: For the claims you have found T-Mobile infringed, what sum of money do you find by a preponderance of the evidence would reasonably compensate Huawei for infringement of the '365 patent occurring through October 2, 2017:

\$ _____

Answer the following question only if you find that at least one asserted claim of the '617 patent is both infringed and not invalid.

9. Damages: For the claims you have found T-Mobile infringed, what sum of money do you find by a preponderance of the evidence would reasonably compensate Huawei for infringement of the '617 patent occurring through October 2, 2017:

\$ _____

Answer the following question only if you find that at least one asserted claim of the '339 patent is both infringed and not invalid.

10. Damages: For the claims you have found T-Mobile infringed, what sum of money do you find by a preponderance of the evidence would reasonably compensate Huawei for infringement of the '339 patent occurring through October 2, 2017:

\$ _____

Answer the following question only if you find that at least one asserted claim of the '462 patent is both infringed and not invalid.

11. Damages: For the claims you have found T-Mobile infringed, what sum of money do you find by a preponderance of the evidence would reasonably compensate Huawei for infringement of the '462 patent occurring through October 2, 2017:

\$ _____

You have now reached the end of the verdict form and you should review it to ensure it accurately reflects your unanimous determinations. You must each sign the verdict form in the spaces below and notify the Jury Officer after you have reached a verdict.

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been served on September 6, 2017 to all counsel of record who are deemed to have consented to electronic service via the Court's CM/ECF system per Local Rule CV-5(a)(3).

/s/ Jonathan J. Lamberson

Jonathan J. Lamberson